



Islamic Legal Perspective on The Ownership Rights of Leftover Stitched Fabrics: A Case Study in Rembang, Central Java, Indonesia

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Abstract:

In this modern era, it is sporadic for humans to sew their clothes. Humans took the initiative to create a shop or a kind of convection home industry that produces clothing. After the production of any sewing activities, several fabrics are always left. This leftover has the potential to create a dispute between involved parties. This study aims to scrutinize the ownership rights of leftover stitches based on Islamic law. This study uses an analytic approach based on data collected through interviews from eight source persons, both the customers and the tailors in Rembang District, Rembang, Central Java. This study concluded two things. First, the contract between customers and tailors is made through an *ijarah* contract, where the customer asks the tailor to make specific clothes according to a pre-agreed fee. Second, the rights of leftover fabrics are regulated under local *'urf* and can be divided into two categories: whether the tailor is a convection or an individual. Initially, the leftover fabric's right belongs to the customer, while the latter belongs to the tailor. This research benefits all Muslims since it solves the possible dispute arising from the ambiguity of leftover fabric after the production process ends.

Keywords: Ownership, Islamic Law, Tailor, Leftover Stitched Fabrics, *'Urf*

INTRODUCTION

Humans are social beings who were created to always live in a society as it has been determined by Allah SWT. As social beings who live in groups, humans must interact with each other and will always depend on other humans to meet their needs. That way, social life will always create an instinct to live together with other people for further survival.¹

¹ Abdul Munib, "Hukum Islam Dan Muamalah (Asas-Asas Hukum Islam Dalam Bidang Muamalah)," *Al-Ulum Jurnal Pemikiran Dan Penelitian Ke Islaman* 5, no. 1 (2018): 72–80.

In social life, people have a place to do things in a relationship with those around them.² In essence, humans are prohibited from violating other people's rights to maintain comfort and peace. Therefore, the boundaries of rights and obligations must be well established to eliminate possible disputes. All rights and responsibilities must be regulated to avoid problems in the future.³

Nowadays, property rights have gained much attention to the extent that even small assets can be a source of conflict due to unclear ownership, including in the clothing industry. Clothing is one of human beings' primary needs, and therefore, humans have never hesitated to spend money to purchase clothes for themselves.⁴ In today's modern era, it is infrequent for humans to sew their clothes. They are more likely to choose other alternatives by buying ready-made garments only. However, others take the initiative to create shops or a kind of convection home industry that produces clothes ranging from children's clothing, sportswear, and other types of clothing. So people are attracted and flocked to want to rely on the services of a tailor at convection who creates quality and affordable products.

When a person or community orders a tailor to make a dress with materials provided by the customer, the parties have no binding agreement except for the price, duration needed to complete the shirt, and the model the customer wants. If we try to look into it deeply, the agreement missed another trivial aspect, but it holds potential for future disputes regarding raw fabrics.

Almost all tailors will ask the customer to buy extra fabric if there is a fabric shortage during cloth processing. Then, if the customer brought it, there must still be fabric leftover. If the tailor doesn't return it to the customer, some tailors will use the leftovers for very profitable crafts, such as making doormats. This shows that the agreement was made from the beginning, the customer handed over the material to the tailor, and then the tailoring was carried out. If the material was out of stock, the tailor contacted the customer to buy it. Regarding the remaining cloth

² Ismail Nawawi and Zaenudin A Naufal, *Fikih Muamalah Klasik Dan Kontemporer: Hukum Perjanjian, Ekonomi, Bisnis, Dan Sosial* (Ghalia Indonesia, 2012).

³ Imron Rosyadi, Fauzul Hanif Noor Athief, and Darlin Rizki, "Islamic Solution on the Agricultural Land Leasing Problem: Case of Excessive Time Dispute," *Jurnal Ilmiah Al-Syir'ah* 20, no. 2 (2022): 139–56.

⁴ Rifqi Ibadirrahman, "Tinjauan Hukum Islam Terhadap Hak Kepemilikan Kain Sisa Jahitan (Studi Kasus Di Kecamatan Patebon Kab. Kendal)" (Bachelor Thesis, Universitas Islam Negeri Walisongo Semarang, 2018).

used to make the clothes, the tailor will take it right away most of the time. It almost looks like the consent granted regarding the fabric material has been carried out since the beginning of the material was handed over to the tailor.

However, Muslims certainly know that there is a verse from Quran Al Baqarah 188 mentioning that we are not allowed to take others' rights unless we gain the expressed consent of the other party. Taking the leftover fabric of any clothes after it was made without an agreement, in the beginning, resembles taking others' rights without consent. However, such acts almost become a general understanding between customers and tailors, while at the same time, disputes arise from it.

Several studies are related to leftover raw materials, *ijārah* (wage) projects, and ownership. Among the studies are described below. Sirait concludes that according to Wahbah Az Zuhaili, the seller does not return a piece of leftover cloth that has been used.⁵ Sandy stated that the workers do not have the right to resell and buy the remaining building materials without the project owner's knowledge.⁶ Sanusi discussed the views of fiqh scholars on the law of water ownership and their hunting results, which are still being compared to determine who has the right to control it.⁷ Alam et al., discussing the *ijārah* contract of a rental car, concluded that the settlement of cases of overmatch or accidental accidents with the practice of *ijārah* on rental car rentals.⁸ Holiday examined buying and selling rubber by adding moisture content in the view of Islamic law,⁹ adding water content to the rubber so that the scales were heavier.

This article focuses more on how Islamic law views the ownership of leftover stitches. Thus, this research aims to address two things. First,

⁵ Fikri Al-Munawwar Sirait, "Hukum Kepemilikan Sisa Kain Jahitan Menurut Wahbah Az Zuhaili (Studi Kasus Di Desa Pematang Sei Baru Kec. Tanjungbalai Kab. Asahan)" (Bachelor Thesis, Universitas Islam Negeri Sumatea Utara Medan, 2018).

⁶ Hendro Ary Sandy, "Hukum Jual Beli Sisa Bahan Bangunan Proyek Perspektif Mazhab Syafi'i (Studi Kasus Di Kecamatan Siantar Barat Kota Pematangsiantar)" (Bachelor Thesis, Universitas Islam Negeri Sumatera Utara, 2019).

⁷ Ahmad Sanusi, "Tinjauan Hukum Islam Tentang Kepemilikan Air Dan Hasil Buruannya," *Muamalatuna* 13, no. 2 (2021): 45–64.

⁸ Azhar Alam, Vinia Yudiswari, and Dafa Anisa, "A Review of Islamic Law on Overmatch Settlement (Case Study of Ijarah Practice on Car Rental Campus)," in *Proceedings Book The International Conference On Islamic Economics, Islamic Finance, & Islamic Law (ICIEFIL)*, 2022, 62–69.

⁹ Mutia Holiday, Bahrul Ma'ani, and Neni Triana, "Tinjauan Hukum Islam Terhadap Praktik Jual Beli Karet (Studi Kasus Desa Sekamis Kecamatan Cerminan Gedang Kabupaten Sarolangun)" (Bachelor Thesis, UIN Sulthan Thaha Saifuddin Jambi, 2020).

it tries to understand the contract between customers and tailors. Second, it tries to elaborate more regarding the ownership right of the leftover stitched fabric according to Islam. Broadly speaking, the research method consists of the following. First, this study uses field research, where the data is obtained directly according to field conditions. The author directly researched leftover fabric stitches found in several convections in Rembang District, Rembang, Central Java. By conducting this research, it is hoped that it can become a reference material for finding information about facts in the field using a qualitative descriptive approach.¹⁰ Second, this study determines that the research subjects or simply the data sources who are asked for information about research problems are tailors from both home convection and individual tailors. Thus, it uses primary data sources that were obtained directly. In this case, the data was obtained through field visits and in-depth interviews, as is required in a qualitative approach.¹¹

Discussion

The Concept of Ownership in Islamic Law

The word 'right' comes from the Arabic *al-haqq* Which has several broad meanings. It can be interpreted as belonging, determination, certainty, truth and so on. Islam upholds that everyone is given a guarantee of protection to protect their rights. If something undesirable happens in providing protection, the owner of said right can demand compensation in proportion to that right. The definition of property rights is the relationship between humans and property that has been absolutely recognized by syara' and the owner is free to act to prevent other people from using the object as long as there are no obstacles recognized by syar'i.¹²

The word property comes from the Arabic *al-milk*, which means mastering things with complete freedom towards them. In terms of terminology, there is a definition of property put forward by Wahbah Al Zuhailiy as follows:

اختصاص بالشئ يمتع الغير منه و يمكن صاحبه من التصرف ابتداء إلا للمانع شرعي

¹⁰ Mestika Zed, *Metode Penelitian Kepustakaan* (Yayasan Pustaka Obor Indonesia, 2008).

¹¹ Nana Syaodih Sukmadinata, *Metode Penelitian Pendidikan* (Bandung: Remaja Rosdakarya, 2005).

¹² Maisarah Leli, "Konsep Harta Dan Kepemilikan Dalam Prespektif Islam," *At-Tasyri'iy: Jurnal Prodi Perbankan Syariah* 2, no. 2 (2019): 1-16.

“Property is an *ikhtishas* that justifies the existence of an object; it is enforced according to the will of the owner according to the *syara*, which applies as long as there are no obstacles.”

From the above understanding, it can be concluded that ownership is a relationship between humans and objects for goods owned and the owner has the freedom or privilege to act as he pleases and to enable him to take opportunities or benefits justified by *sharia*.

Complete and incomplete ownership

According to Ikram¹³ and Laluddin et al.,¹⁴ property rights are divided into two groups, including:

1. Complete Property Rights (*al-milk at-tām*). This refers to ownership in which the substance and benefits can be controlled by the person who owns the object in total, according to *Sharia*. As a feature of this ownership, it usually cannot be limited by time and cannot be aborted.
2. Incomplete property rights (*al-milk al-naqīṣ*) refers to only objects or benefits. For example, a person who rents out a house only owns the substance of the house but does not benefit from it. Likewise, people who rent a house can only use the benefits of the house, not the substance of the house.

Based on the subject of ownership, property is divided into 2 parts, among others:

1. *Milk al-manfa'at shakhṣiy (Intifā'* rights). It is the taking of the beneficial rights of objects based on the relationship between the law and other people.
2. *Milk al-manfaat 'ainiy (Irtifā'* rights). It is the taking of the rights to the benefits of these objects.

From this definition, it can be understood that the right of *irtifā'* is the right of benefits that follow the objects, not the people. This right is eternal. As long as the objects are still there, even though the people have changed, these rights will still exist, such as the right to dispose of excess water inside the house (*haq al-masīl*).

¹³ Wan Ahmad Syafiq Wan Ahmad Ikram, “Ownership Risk in the Perspective of Islamic Law of Contract: Concept and Application on Modern Practices,” *Journal of Islamic Economic Laws* 1, no. 1 (2018): 31–52.

¹⁴ Hayatullah Laluddin et al., “Property and Ownership Right from an Islamic Perspective,” *Advances in Natural and Applied Sciences* 6, no. 7 (2012): 1125–30.

Transfer of Ownership

Ownership can be transferred from one to another through one of several means:¹⁵

- a. *Ihrāzul Mubāḥat*. It is a seizure of assets that are not owned by anyone and are not included in protected property. For example, taking flowers from a random place that is not owned by anyone.
- b. *Al-'Aqdu* (contract). It is a connection between consent and acceptance, justified according to Sharia' and brings legal consequences to an object. For example, buying and selling. Grants, wills, and other things become important in obtaining the source of ownership. This contract's emergence can make it easier for the community to meet human needs adequately. It should be underlined that the statement above does not apply to contracts with buying and selling, such as property that is not under the control of another person, for example, fish still in the river. Then, objects that are not permitted to take advantage of these objects according to Islamic law, for example, pork and liquor.
- c. *Al-Khalafiyah*. It is the transfer of rights to something new in an old place that has been lost. In various issues related to *Al-Khalafiyah*, there may be an inheritance to replace the position of the person concerned who died for the goods or assets that have been left behind. Then, there can be a return to the right of ownership or compensation for goods or assets that have been damaged or lost.
- d. *Al-Tawallud Min al-Mamluk*. It refers to everything that emerges or exists at any time from an owned property. It becomes the right of those who own the property. For example, a kitten born from an adult cat belongs to the owner of the adult cat.

Argumentation of Tailors and Customers

The source person of this research can be seen in Table 1 for the tailors and home convection.

¹⁵ Harun, *Fiqh Muamalah* (Muhammadiyah University Press, 2007).

Table 1. Respondents from tailors and convection owners

Initial	Age	Experience	Number of owned machine	Fabric processed (in meter per day)	Revenue (in million rupiah)
SN	50	3 years	9 pcs	25 an	18
TT	46	2 years	10 pcs	30 an	21
AL	47	3 years	8 pcs	34 an	20
ANK	36	2 years	10 pcs	70 an	35
BN	49	1 year	15 pcs	80 an	45
HR	36	2.5 years	12 pcs	60 an	30

This study also tried to gain information from the customers. This research sets a specific requirement for the customer to be eligible for an interview: they must at least have been continuously making repeat orders to tailor. Table 2 contains information on customers to whom this research gained information.

Table 2. Respondents from customers

Name	Age	Fabric Processed (last order)	Processing duration	Payment
LL	22	5 meters	14 days	Downpayment
ANS	49	30 meters	20 days	Downpayment

The first tailor was SN, who is a resident of Magersari. He said that in the agreement made by the customer with SN regarding the clothing model or design of the clothes he wanted. Then, the agreement on the time for stitching and related to payment must follow the upfront payment system first. Professionalism must be applied as a tailor, and to the maximum extent possible, the agreement must be appropriately fulfilled according to the tailor's abilities. If the fabric is lacking during the sewing process, he will contact the customer to ask for additional fabric. Regarding excess cloth, SN collects the leftovers in containers to be stored before handing them over to customers. Even though there was no agreement regarding the remaining cloth initially, SN took the initiative to save the leftovers in case the customer asked him later. Whatever excess fabric that has been used will still belong to the customer.

The second tailor is TT, a resident of Gedangan who works as a retail tailor. He said that the agreement entered into by the customer with TT involved the design of the clothes and picking up the clothes. As much

as possible, TT kept the deal. The customer did not ask for excess clothes because he thought only a few were left. Because at the beginning, there was no agreement between the customer and the tailor, the remaining pieces of cloth were used by the tailor, or they could also be stored in other fabrics that were not suitable for use.

The third tailor is AL, a resident of Pandean. He said that in the initial agreement between the customer and AL, they discussed payment methods and the status of excess and shortage of materials. It tells about the advantages of clothing in general; if there are few or many left, the customer will ask questions. Whatever is left, AL will hand over the remaining cloth because AL knows that the fabric handed over to her still belonged to the customer. So, the tailor already understands he has no right to use it.

The fourth tailor is ANK. ANK said that most of the agreement between customers and ANK was related to the accuracy of the workmanship and mainly to the model of the clothes. Meanwhile, regarding the excess fabric, ANK will again question whether you want to take the leftover cloth home or hand it to the tailor. However, the customer still has the right to the remaining clothes.

The fifth tailor is BN, a resident of Tasik Agung. BN said there was an agreement between the customer and the tailor regarding the design of the dress, time for collection, payment, and excess fabric. BN can carry out the contract in full. Because it is rare to find a shortage of material, every time a customer brings cloth, BN has seen the length of the cloth for himself. Regarding excess fabric, the tailor will inform the customer about the remaining fabric. The reason is because every cloth brought from the beginning when there is an excess, the excess remains the right of a customer.

The sixth tailor is HR, a resident of Turusgede. He said the first agreement between the customer and HR was regarding the clothing model, the status of excess and deficiency, and the time it was completed. HR has the principle that he must be able to serve consumers well and according to the direction of the customer. If there is a shortage of clothes, the tailor will return to the original agreement. The rule applies to excess fabric as well. Everything will be returned to the original agreement. According to HR, all those who order clothes for him must have a clear and accurate contract. Discussing the advantages of cloth in any form is still the right of the person who requested the clothes. Because there is no binding contract, changing ownership is not permitted.

The first customer is LL, a student at a private university in Indonesia who resides in Gedangan. The amount to be sewn is approximately 5 meters. As a customer, LL wants to make graduation kebaya uniforms with various modifications or models for herself and her family. Payment can be made in advance. Regarding the leftover cloth, LL here sews clothes at retail tailors, so Lilia already understands there will be a bit of leftover cloth. LL also didn't ask her tailor about the leftover fabric because her uniform only left a small amount of fabric left. Even though the customers know they still have the right to take the leftovers, most give up and let the tailors use the leftover cloth. Therefore, in the case of excess fabric, it remains the customer's property. However, in this context, the customer has let the rest of the cloth belong to the tailor.

The second customer is named ANS, a Magersari resident. ANS is a loyal customer-specific tailor. ANS has someone sewn there almost every year. ANS sometimes orders to make screen-printed shirts for competitions. ANS ordered that they make about 30 pairs of clothes each. Regarding the excess cloth, ANS asked the tailor to return the leftover fabric to him; whether the excess was a little or a lot, it still had to be returned. Because whatever the order is, the rest will still belong to the customer. Even the tailor has no right to take over the cloth.

Islamic Law Perspective on Ownership Rights of Leftover Stitched Fabrics

The issue concerning the discussion of the remaining stitched fabric lies in the ownership rights. In the previous chapter, it was also stated that property rights are the relationship between humans and property, which is recognized by Sharia, and the owner, of course, has the freedom to act to prevent property exploitation by other people.

According to Wahbah Zuhaili, perfect ownership rights are ownership between substances and benefits that can be controlled by people who have total power over these objects according to Sharia law. Therefore, it can be concluded that the above understanding indicates that the ownership rights to the leftover cloth are the rights of the customer who ordered the clothes because the customer is included in the category of perfect property rights. The tailor uses certain materials, all with the customer's approval and orders. Analysis of Data Related to Islamic Law on Ownership Rights of Leftover Fabrics. The Process of Contracts or Transactions Regarding Ownership Rights of Leftover Fabrics in Kec. Rembang.

As described above by the convection owner, if a customer wants to make clothes, the first thing to ask is about the desired fashion model. Furthermore, regarding payments that must be mutually agreed upon and the deadline for collection, the majority of customers are sensitive and immediately ask about the status of the excess leftover cloth because they assume that no matter how much excess leftover cloth they have, they still have the right to collect it.

It also can be noticed that 5 out of 6 respondents questioned the fabrics left over. The reason is that they think that the leftovers still belong to the customer and do not necessarily change hands, so there is a need for concrete clarity regarding the legal status of the remaining stitched cloth. Meanwhile, one of them did not ask about the leftover clothes was the reason because one customer was sewing clothes at a Retail Tailor. So, they already understand that the pieces produced to make these clothes only leave a small amount of cloth, so the customer does not ask for it.

According to the tailors, the remaining pieces of cloth will be stored in the container first. Then when the customer picks up the ordered goods, the tailor will take the leftovers as well to be returned to the customer. When the customer does not ask for the remaining cloth, the tailor will voluntarily provide pieces of cloth and some are sold to collectors who need them every day.

As for the customers, 2 respondents were willing to be the source person. One of the customers asked the tailor for leftover fabric, while the second customer did not ask for it because only a few pieces of cloth left could not be used in making the clothes ordered. Most customers also already know they still have rights over the leftovers. Whatever it is, the tailor must still return it. The tailor will also contact the customer if he feels that there is a lot of excess cloth left because the tailor thinks the remaining cloth remains the customer's property.

As mentioned in the chapter, sewing work is classified as an Ijarah contract. Ijarah is an agreement to transfer usufructuary rights over goods or services through the payment of rental wages without being followed by a transfer of ownership or, in rough language, payment of rent for services in carrying out work. The first time the customer submits the material to be sewn to the tailor, then the tailor fulfills the customer's wishes as much as possible. So, it is clear that the delivery of the cloth was not accompanied by a transfer of ownership of the fabric. There must be a transfer contract in advance, like the general process

carried out by the public when making transactions or agreements such as buying and selling, so that the tailor can take the leftover fabric that initially belongs to the customer. If the goods are finished, the tailor will notify the customer if the requested item has finished the work period. This statement means that only the lease agreement is entered into, not the complete transfer of ownership rights.

However, the reality in this community is very different from the theory in fiqh. Of the two customers who are customers at that place, they already know that they still own the property rights to the cloth. The tailors did not dare take advantage of the customer's right to the fabrics except with permission from the customer.

From the author's perspective, a tailor who did not offer the leftover fabrics and a customer who did not ask for them is not entirely wrong. The emergence of misunderstanding is because there was no clear agreement from the beginning of the contract. Besides, the tailor did not have the fundamental right to own the cloth, let alone there was no permission from the owner to use it. The problem concerning the above was caused by the absence of a contract to hand over the ownership of the remaining cloth, which was still unclear to the two parties. So the absence of the contract gives rise to the legal status of the remaining cloth stitches being unclear.

In the view of Islamic law, the behavior of both parties between the customer and the tailor is included in the category of *'urf*. Customs or habits of society applies almost everywhere,¹⁶ including in the clothing industry of both retail tailors and convection tailors. In Islam, *'urf* is the customary standard of community which does not contradict with the fundamental of Islam.¹⁷ The custom in retail tailor is that leftover fabrics are usually not asked back by the customers, whereas the customers of convection tailor will demand the leftover fabrics to be given back to the customers in many cases. This is based on the results of the interview. For example, AN who is a customer of convection tailor said:

“So regarding the leftover material for sewing in the convection system, I usually always ask for the leftover fabric from the convection tailors because I sew a lot of fabric, not just one shirt. So

¹⁶ Wildan Jauhari, Muhammad Dawud Arif Khan, and others, “Implementation of The Concept of Urf and Maslahah in Buying and Selling Gold With Non-Cash Payment (Comparative Study of Fatwa DSN-MUI and Fatwa Al-Lajnah Ad Dāimah Li Al-Buhūs Al-‘Ilmiyyah Wa Al-Iftā’ Saudi Arabia),” *Suhuf* 35, no. 1 (2023): 38–45.

¹⁷ Fauzul Hanif Noor Athief, “Konsep ‘Urf Sebagai Variabel Produk Hukum,” *Suhuf* 31, no. 1 (2019): 40–57.

I have to ask for the left over because I think I still have full rights over the rest of the stitched cloth.”

In addition to that, LL who is a customer of retail tailor said:

“As a customer who has been sewing for a long time at a retail tailor, when I sew my custom clothes, when the process is finished, I never collect the leftover sewing cloth because for me the remaining cloth is not important and I can't use it anymore because there are only a few pieces of cloth left. In order not to become an accumulated waste of fabric in my home, it's better if I just let the rest of the seams used by my clothes be used by the tailor. For me there is nothing to dispute about that.”

Thus, it can be concluded that provisions must be met and considered in the retail and convection tailoring systems. If, in the case of leftover fabric at retail tailors, the customer understands that there are only a few leftover fabrics, the customer won't return the fabric. This is in contrast to the case of leftover fabric at the convection tailor, where many leftover fabrics can be used.

Table 3. Fiqh consideration on leftover stitched fabrics

Type of tailor	Fiqh consideration		Conclusion
	'Urf	Ownership	
Retail tailor	Customers do not ask back the leftover fabric	Transferred to the tailor	It is permissible to take over the leftover fabric, unless stated otherwise by the customer
Convection tailor	Customers ask back the leftover fabric	Remains under customers	It is not permissible to take the leftover fabric, unless stated otherwise by the customer

Here, we can see that *'urf* also plays an important role in the possible dispute that might emerge from the *ijarah* contract in sewing any cloth. In addition, to solve this problem, the *maqashid* Sharia approach is not needed and even inappropriate.¹⁸ First, the *'urf* of convection tailor is that almost all customers will ask for leftover fabrics. In that sense, even though the initial *ijarah* contract doesn't stipulate the ownership of leftover fabrics, *'urf* says that customers will still ask for it, and therefore, no ownership transfer occurs. Second, the *'urf* of the retail tailors is that most the customers don't demand back the leftover fabric. Hence, while

¹⁸ Mochamad Firdaus Fajar Baharsyah et al., “Waqf Logo as a Productive Waqf of the Digital Age in the Perspective of Maqashid Sharia,” in *International Conference on Islamic and Muhammadiyah Studies (ICIMS 2022)* (Atlantis Press, 2022), 354–60.

the parties never say in their contract regarding the leftover fabric, *'urf* says there is the transfer of ownership of the leftover fabrics from the customer to the tailor. It is similar to the concept of *bay' al-mu'athah* in Syafii mazhab in that the contracting parties omit some of the points during the transaction for its trivial substance. Table 3 gives a simplified analysis in this regard.

Conclusion

Clothing is a basic necessity for every person in this world. To fulfill this basic need, people either sew their clothing, which is extremely rare, or come to the tailors asking them to sew specific clothes. However, the process of sewing cloth always produces leftover fabric, which, in the end, is a potential source of dispute. This research has examined the case and concluded several things. First, the contract concluded between the parties is the *ijārah* contract, where the customer brings their raw fabric and then asks the tailor to make a specific clothing model according to the customer's needs. In this initial contract, no agreement can be found regarding the transfer of ownership of the fabric. Second, while the contract regarding the transfer of ownership is not found, by using *'urf*, this study also concluded that the retail tailors are allowed to take the leftover fabrics unless it is stated otherwise, while the convection tailors, are not allowed to take the leftover fabrics unless it is stated otherwise.

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